



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2404

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

February 20, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMENDMENT NUMBER TWO TO THE AGREEMENT FOR SERVICES BETWEEN
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE CITY OF EL MONTE (1ST DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING IN ITS CAPACITY AS THE
BOARD OF DIRECTORS OF THE CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY:**

- 1) Find that Amendment Number Two to the Agreement for Services By and Between the Consolidated Fire Protection District of Los Angeles County (District) and the City of El Monte (City) is exempt from the California Environmental Quality Act.
- 2) Approve and instruct the Chairman to sign Amendment Number Two to the Agreement for Services which modifies the funding of staffing within the City and authorizes future modifications to the staffing levels in the City to be made by mutual agreement of the City Council and District Fire Chief to be effective upon Board approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 25, 1997, your Honorable Board adopted an Agreement for Services between the District and the City (Agreement No. 71136). On October 3, 2000, your Board adopted Amendment Number One to the Agreement for Services which modified

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SIGNAL HILL
ARTESIA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH EL MONTE
AZUSA	CERRITOS	EL MONTE	INDUSTRY	LAKEWOOD	NORWALK	ROLLING HILLS	SOUTH GATE
BALDWIN PARK	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	TEMPLE CITY
BELL	COMMERCE	GLENDALE	IRVINDALE	LAWDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
BELL GARDENS	COVINA	HAWAIIAN GARDENS	LA CANADA FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
BELLFLOWER	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SANTA CLARITA	WESTLAKE VILLAGE

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the fire station maintenance policy and conversion costs repayment provisions of the Agreement. The City will have fulfilled the minimum 10-year term of the Agreement in March 2008.

This Amendment Number Two will make additional changes to the Agreement as follows:

- Establishes a temporary cost share of one hundred percent (100%) of one Fire Fighter post position on Quint 166 (Q166) by the District for a minimum of six months. This temporary cost share is consistent with the use of Q166 on emergencies outside of the City. If the City agrees to negotiate an additional five-year extension to the Agreement term, the District's cost share will continue an additional six months, or if negotiations continue beyond six months, the cost share can continue at the Fire Chief's discretion. If negotiations for a contract extension are unsuccessful, the cost-share will terminate and the District will evaluate its service requirements in the region and recommend any changes to your Board, as appropriate.
- Reduces the City's cost for the Area Fire Prevention Inspector assigned to the City by twenty percent (20%). At the beginning of the Agreement term, the City was assigned one full-time Area Fire Prevention Inspector. Due to changes in the workload in the City, the Area Fire Prevention Inspector now spends approximately eighty percent (80%) of his time on issues related to the City. Therefore, Amendment Number Two will adjust the amount charged to the City for this Area Fire Prevention Inspector from one hundred percent (100%) of the annual cost to eighty percent (80%) of the annual cost.
- Authorizes future staffing level changes in the City to be made by mutual approval of the District Fire Chief and the El Monte City Council.

Implementation of Strategic Plan Goals

Amendment Number Two addresses Goal No. 1, "Service Excellence," of the County's Strategic Plan which guides us to "Implement programs to improve the efficiency, quality, and responsiveness of County services to all residents."

FISCAL IMPACT/FINANCING

The District's cost for one hundred percent (100%) of a Fire Fighter post position and twenty percent (20%) of the Area Fire Prevention Inspector based on our Estimated Fiscal Year 2006-07 Salary and Employee Benefits costs would have been \$468,286 had this Amendment been in effect the full Fiscal Year. The District's 2006-07 Adopted Budget includes sufficient funding to absorb the costs associated with this Amendment Number Two.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Amendment Number Two to the Agreement for Services would provide for the following:

- Amends the Agreement to include:
 - a cost share by the District of one hundred percent (100%) of one Fire Fighter post position on Quint 166; and
 - a reduction of twenty percent (20%) of the cost of the Area Fire Prevention Inspector assigned to the City.
- Any future staffing level changes in the City to be made by mutual approval of the District Fire Chief and the El Monte City Council

On February 6, 2007, the El Monte City Council approved Amendment Number Two to the Agreement.

County Counsel has approved Amendment Number Two as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Service levels within the City and the surrounding District areas will remain unchanged.

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ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of services, and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

CONCLUSION

Upon approval of Amendment Number Two to the Agreement, please instruct the Executive Officer of the Board to return two (2) signed originals and two copies of the agreement and two copies of this letter to the Consolidated Fire Protection District. We will forward one signed original to the City for their records.

Respectfully submitted,



P. MICHAEL FREEMAN

PMF:lb

Attachments (3)

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

1 **AMENDMENT NUMBER TWO**
2 **TO THE AGREEMENT FOR SERVICES BY AND BETWEEN THE**
3 **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
4 **AND THE CITY OF EL MONTE**

5
6 This Amendment Number Two to the Agreement for Services is made and entered into
7 this ____ day of _____, 200__, by and between the CONSOLIDATED FIRE
8 PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the
9 "DISTRICT," and the CITY OF EL MONTE, hereinafter referred to as the "CITY," to amend the
10 Agreement for Services By and Between the Consolidated Fire Protection District of Los
11 Angeles County and the City of El Monte dated November 25, 1997 (Agreement No. 71136)
12 and as amended on October 3, 2000, hereinafter referred to as "Agreement for Services" or
13 "Agreement".

14 **W I T N E S S E T H**

15 WHEREAS, the CITY and DISTRICT have entered the Agreement for Services pursuant
16 to which the DISTRICT provides fire protection, hazardous materials, emergency medical, and
17 all related services to the CITY; and

18 WHEREAS, the Agreement for Services was amended on October 3, 2000, to modify
19 certain provisions of the Agreement in regards to the payment of conversion costs and fire
20 station maintenance and repairs; and

21 WHEREAS, the CITY and DISTRICT desire to further amend the Agreement to modify
22 Schedule 1 to the Agreement in regards to the funding of staffing within the CITY and to
23 authorize any future modifications to the staffing levels in the CITY to be made by mutual
24 agreement of the City Council and the District Fire Chief.

25 NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, representations
26 and agreements set forth herein, the parties mutually agree as follows:

- 27 1. Schedule 1 of the Agreement for Services, Operation by District, shall be replaced with
28 Amended Schedule 1, attached hereto and made a part hereof.

1 2. The Agreement for Services is hereby amended by modifying the following provisions:

2 A. SECTION II, paragraph (J), of the Agreement for Services shall be amended as
3 follows:

4 (J) The CITY COUNCIL and DISTRICT FIRE CHIEF may mutually agree
5 on modifications to the staffing levels in the CITY. Any agreed-upon adjustments
6 in staffing may cause adjustments in the determination of the Annual Fee, and
7 would be specified in a revised Amended Schedule 1.

8 B. SECTION III, paragraph (A) shall be amended to add the following two
9 paragraphs:

10 (1) Upon the effective date of this Amendment Number Two, the date
11 first written above, which is the date of approval by the last signatory to this
12 Amendment, the Annual Fee calculation method shall be modified as specified
13 in Amended Schedule 1, attached hereto and made a part hereof. The
14 modifications to the Annual Fee calculation as indicated on Amended
15 Schedule 1 reflect provisional funding by the DISTRICT of the annual cost of
16 one (1) Firefighter post position on the quint company ("Firefighter") and twenty
17 percent (20%) of the annual cost of the Area Fire Prevention Inspector assigned
18 to the CITY. The partial funding by the DISTRICT for the Area Fire Prevention
19 Inspector shall continue from year-to-year, and the Area Fire Prevention
20 Inspector's hours assigned to the City shall be adjusted accordingly. The
21 funding by the DISTRICT of the annual cost of one (1) Firefighter shall only
22 continue for a 6-month period from the effective date of this Amendment
23 Number Two. Thereafter, the CITY shall pay 100% of the annual cost of the
24 Firefighter, unless the CITY has delivered a written request to the Fire Chief of
25 the DISTRICT to commence negotiations between the CITY and the DISTRICT
26 for a subsequent 5-year term extension of the Agreement for Services. If the
27 DISTRICT receives such written notice from the CITY, the DISTRICT shall
28 continue funding the annual cost of one (1) Firefighter for an additional

1 consecutive 6-month period. At the conclusion of the second six-month term,
2 the CITY shall pay 100% of the annual cost of the Firefighter, unless such terms
3 are superseded by a mutually agreed upon amendment to the Agreement for
4 Services, which terms include an extended contract term. The Fire Chief, in his
5 sole discretion, may continue to fund the DISTRICT's cost-share of the
6 Firefighter beyond the two six-month periods if the CITY and the DISTRICT are
7 continuing negotiations in good faith.

8 (2) Changes in the Annual Fee set forth in Amended Schedule 1 related
9 to the Firefighter and the Area Fire Prevention Inspector shall be prorated
10 commencing with the effective date of this Amendment Number Two, as
11 provided herein, through the remainder of the 2006 – 2007 fiscal year, as
12 follows:

13 DISTRICT'S cost share of the Firefighter and the Area Fire
14 Prevention Fire Inspector shall be determined by dividing the
15 Annual Fee by 365 days (daily rate) and multiplying the daily
16 rate by the number of days remaining in the fiscal year as of
17 the effective date of this Amendment Number Two.

18 C. Section XI is amended to read as follows:

19 (A) With the exception of Schedule 1, all schedules attached hereto and
20 incorporated herein by reference will be subject to modification by mutual
21 agreement of CITY MANAGER and DISTRICT FIRE CHIEF as needed after the
22 effective date of this Amendment Number Two to the Agreement by both parties.

23 (B) Amended Schedule 1, attached hereto and incorporated herein by
24 reference may be subject to modification in staffing level by mutual agreement of
25 CITY COUNCIL and DISTRICT FIRE CHIEF as needed after the effective date
26 of this Amendment Number Two to the Agreement for Services.

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1 D. Section XIII is added to the Agreement and shall read as follows:

2 **Section XIII. General Provisions**

3 (A) Severability – In the event that any provision herein contained is held
4 to be invalid, void, or illegal by any court of competent jurisdiction, the same shall
5 be deemed severable from the remainder of this Agreement and shall in no way
6 affect, impair or invalidate any other provision contained herein. If any such
7 provision shall be deemed invalid due to its scope or breadth, such provision
8 shall be deemed valid to the extent of the scope or breadth permitted by law.

9 (B) Waiver – No breach of any provision hereof can be waived unless in
10 writing. Waiver of any one breach of any provision shall not be deemed to be a
11 waiver of any breach of the same or any other provision hereof.

12 (C) Entire Agreement – This Agreement constitutes the entire agreement
13 between the parties relating to the subject matter of this Agreement, and
14 supersedes any prior understanding whether oral or written and may be modified
15 only by further written agreement between the parties hereto. The non-
16 enforceability, invalidity or illegality of any provision of this Agreement shall not
17 render the other provisions thereof unenforceable, invalid or illegal.

18 3. All other terms and conditions of the Agreement for Services shall remain the same and
19 in full force and effect.

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1 **IN WITNESS WHEREOF**, CITY, by Resolution adopted by its City Council, has caused
2 this Agreement to be executed by its Mayor and attested to by its Clerk; pursuant to action by
3 a majority vote of the Board of Supervisors, as governing body of the DISTRICT, the
4 Chairman has executed this Agreement on behalf of DISTRICT and which execution has been
5 attested to by its Clerk.

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

(SEAL)

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Eric Young
Deputy

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Rev. 1-12-07

CITY OF EL MONTE

Ernest G. Gutierrez
Ernest G. Gutierrez, Mayor

ATTEST:

By Lorene Gutierrez
Lorene Gutierrez, City Clerk

(SEAL)

APPROVED AS TO FORM:

E. CLARKE MOSELEY,
City Attorney

By E. Clarke Moseley

**CITY OF EL MONTE - DISTRICT ANNEXATION AGREEMENT
AMENDED SCHEDULE 1 (Effective _____, 200_)**

**OPERATION BY DISTRICT
ESTIMATED 2006-07 ANNUAL FEE**

Fire Operations:

<u>Station</u>	<u>Equipment</u>	<u>Resource Staffing</u>	<u>Resource Cost</u>	<u>2006-07 Est. City Cost</u>
166	Quint	4	2,048,625	1,610,091 ⁽¹⁾
167	Engine	3	1,610,091	1,610,091
	Squad	2	1,053,504	1,053,504
168	Engine	3	1,610,091	1,610,091
169	Engine	<u>3</u>	1,610,091	1,207,568 ⁽²⁾
Total Staffing:		15		

Fire Prevention:

FFS Inspector	0.8	148,758	<u>119,006</u> ⁽³⁾
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Total Salary and Employee Benefits \$ 7,210,352

District Overhead 31.2524% 2,253,408

ESTIMATED 2006-2007 CITY ANNUAL FEE \$9,463,760

1) District will fund one firefighter post position for a 6-month period from the approval of the Amendment Number Two - net City cost is reflected. District funding may continue for an additional 6-month period pursuant to the terms of Amendment Number Two, Section 2.B.

2) District funds 25% of the resource cost - net city cost reflected.

3) The FFS Inspector will be assigned to duties for the City 80% of his/her time; 20% will be spent on duties outside the City. The City will fund 80% of the annual cost of this resource.

Note: Actual annual fees to be determined during final billing.